Description in Deed—"Contiguous Land"—Parol Evidence—Holston Salt and Plaster Co. v. *Campbell et al.*, 16 S. E. Rep. 274 (Va.) P, wishing to convey to G, in trust for the payment of his debts, all of his real estate, which consisted of a tract of land originally known as the "Preston Salt Works," covering three hundred acres, a number of other tracts touching it, and the piece in question situated three-quarters of a mile distant from the rest, but all used for the same purpose, executed a deed of "that tract or parcel of land lying in Smyth County, on the waters of the north fork of the Holston, commonly known as the 'Preston Salt Works Estate,' and containing six thousand nine hundred and ninety-five acres" (evidently meaning the *whole* property). G subsequently sold the salt works property to S, describing it as "being all the estate, right, title and interest which P conveyed to the said G by deed bearing date July 7, 1859, in the Preston Salt Works Estate, and the lands contiguous thereto"(meaning hereby the "Preston Salt Works Estate" only the original piece of three hundred acres). G's successor as trustee now sues in ejectment for the tract lying apart from the main body. The question then is, was this piece "contiguous" to the rest, so as to pass by the second deed? Although "contiguous" does not *necessarily* mean *touching*, as in the case of a building (*Arkell* v. *Commerce Ins. Co.*, 69 N. Y. 193), still this is its *primary* meaning, and it must be so construed in the absence of any words in the context modifying its signification. It seems to have been the intention of both the grantor and grantee in the second deed that the tract should pass. While equity might relieve in the case of mutual mistake to reform the deed, still a court of law cannot alter a deed, and parol evidence and records to prove the intentions of the parties are inadmissible. Judgment of the lower court for the plaintiff is therefore affirmed.

Park—What Constitutes Dedication.—Steel v. *City of Portland*, 31 Pac. Rep. 479 (Ore.). Lots were sold from a plat made at one Holladay's request by order of his trustee, in the centre of which was a solid tract of land marked "Park." This latter was enclosed by him and kept in order until 1883 or 1884, when the city of East Portland by its officers and agents took possession of it, and the city of Portland, successor in interest to the city of East Portland had since that time continuously cared for and improved it as a public park. The plaintiff, Steel, Holladay's successor in interest, brought this action to recover the park on the ground that the original owner of the land intended it as a private park and did not

dedicate it to public use. The court held that the owner by selling lots from the above-mentioned plat, and in reference to it, had dedicated the park to the public, and that plaintiff could not set up a different intent.

Breach of Contract — Pleading — Nominal Damages. — *Acheson* v. *Western Union Tel. Co.*, 31 Pac. Rep. 583 (Cal.). Defendant undertook to transmit a telegram for plaintiff, and made a mistake, for which this action for damages was brought. Defendant demurred, but the demurrer was overruled and judgment given for plaintiff for want of answer. The court held that the demurrer should have been sustained, for no consideration was alleged for defendant's undertaking to transmit the message, and the contract was not accepted by common law or by statute, for it was neither under seal nor in writing, and reversed the judgment for the full amount of damages prayed for, on the ground that special damage was not shown and nominal damages only were recoverable on the complaint.

Elections — Ballots. — *Miller* v. *Pennoyer et al.*, 31 Pac. Rep. 830 (Ore.). One of the People's party candidates for elector was subsequently nominated by the Democratic party and his name was printed in both groups of electors. The Oregon statute, commonly called the "Australian Ballot Law," provides that "the name of each person nominated shall be printed in *but one place.*" It makes it the duty of the county clerks to "cause to be printed all ballots to be used or voted" under the act. A writ of mandamus was applied for to restrain the Secretary of State from counting the ballots on which this name appeared twice. The court held, that the printing of the name twice was contrary to the provisions of the act, but that, since the statute did not declare such ballots to be void, it did not vitiate the ballots; that a technical mistake of a county clerk should not defeat a voter's right to exercise his elective franchise. "Such a construction of the law would not only render an election invalid on account of an honest mistake of a county clerk but would open the door to the gravest fraud. It would place the power in the hands of a dishonest officer to disenfranchise the voters of his county as well as to cause the defeat of any particular candidate. To defeat the will of the people or a particular candidate it would only be necessary to furnish the electors or a part of them with ballots slightly variant or differing from those prescribed by law. Unless the law is clearly mandatory or in some way declares the consequences of a departure